

1 BILL NO. S-86-11-16

2 SPECIAL ORDINANCE NO. S-20686

3 AN ORDINANCE of the Common Council
4 of the City of Fort Wayne, Indiana,
5 approving the awarding of a contract
6 to Martin Enterprises, Inc., for the
demolition of Hanna School and ap-
proving the conveyance of property
to the City of Fort Wayne.

7 WHEREAS, the City previously advertised and published
8 request for bids with respect to the sale of certain City property
9 known as the Hanna School area;

10 WHEREAS, such property was conveyed by the City to
11 a third party, pursuant to the bid received;

12 WHEREAS, all such property has been reconveyed to the
13 City and the City is desirous of causing the improvements upon
14 such property to be demolished;

15 WHEREAS, the Board of Public Works and Safety of the
16 City of Fort Wayne has advertised for bids relative to the demoli-
17 tion of buildings and structures and the clearing of the site,
18 located at 2000 South Lafayette Street, Fort Wayne, Indiana,
19 known as the Hanna School Building; and

20 WHEREAS, the Board of Public Works and Safety has awarded
21 such contract to Martin Enterprises, Inc.

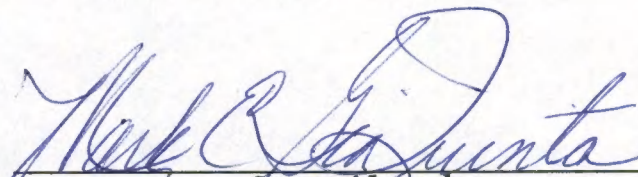
22 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
23 OF THE CITY OF FORT WAYNE, INDIANA:

24 SECTION 1. The attached Contract, by and between the
25 City of Fort Wayne and Martin Enterprises, Inc., for Fifty-Four
26 Thousand Seven Hundred and No/100 Dollars (\$54,700.00), is hereby
27 ratified and approved in all respects and the members of the
28 Board of Public Works and Safety are hereby empowered and author-
29 ized to execute such agreement.

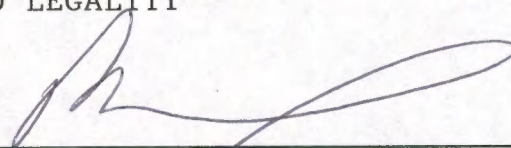
30 SECTION 2. That the City's acquisition and receipt
31 of the property and the conveyance of such property to the City
32 are hereby approved and ratified.

1 Page Two

2 SECTION 3. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5
6 
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

10 
11 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by G. Quinte
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E.

DATE: 11-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by G. Quinte
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>6</u>	<u>1</u>	<u>1</u>	<u>1</u>	
BRADBURY				<u>✓</u>	
BURNS			<u>✓</u>		
EISBART	<u>✓</u>				
GIAQUINTA	<u>✓</u>				
HENRY	<u>✓</u>				
REDD	<u>✓</u>				
SCHMIDT		<u>✓</u>			
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 12-23-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-206-86
on the 23rd day of December, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 26th day of December, 1986,
at the hour of 11:00 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of December,
1986, at the hour of 11:00 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

Page 1 of _____

(Non-Federally Assisted Construction)

PROJECT: DEMOLITION OF HANNA SCHOOL BUILDING RESOLUTION # 6063-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
		Schedule of Items
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders
<u>ATTACHMENTS</u>		
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment		10 Calendar Days 20 Calendar Days 30 Calendar Days Other
		_____ _____ _____ _____
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

Contractor Martin Enterprises Inc

City of Fort Wayne
Board of Public Works and Safety

By [Signature]

Its PRESIDENT

Offer Date Nov. 12, 1986

Bidder agrees to keep bid open for acceptance for 90 (90 days unless otherwise specified)

Compliance: [Signature]

[Signature]
[Signature]

City of Fort Wayne
Mayor [Signature]

Award Date 11-19-86

O.C. 12/84

B.O.W.. Non-Fed. *Note: Award will be made on this form

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

October 24, 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 12th day of NOVEMBER, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:
RESOLUTION NO. 6063-86 DEMOLITION OF HANNA SCHOOL BUILDING
This work requires the demolition of buildings, structures, and clearing site located at 2000 S. Lafayette, known as "Hanna School Building" more particularly located on Lots 212, 213, 214, 246 and the North 3 feet of Lot 247 in Hamilton's Fourth Addition to the City of Fort Wayne, according to the recorded plat thereof.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 0%. (cross out inapplicable provision)

- C. The undersigned commits 0% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- D. The undersigned commits 0% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: there is no subcontract work in this contract. It will all be done with in house personnel.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Martin Enterprises Inc. Contractor _____

By Jim Martin By _____

Its President Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor

MARTIN ENTERPRISES INC

By

Tom Martin

Its

PRES.

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of ____, 19__, commencing at ____ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☐ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☐ A. On an all or none basis.

☐ B. As follows:

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6063-86 - DEMOLITION OF HANNA SCHOOL BUILDING

All work will be performed in accordance with: Resolution # 6063-86 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$43,150.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 1/31/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 1/31/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 1/31/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CONTRACTOR'S BID

on DEMOLITION
Insert class of work

to Board of Public Works
City of Foot Wayne
Ft Wayne Indiana, Nov 12, 1936

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the Demolition of Hanna School
Insert class of work

to be located Ft Wayne, In
according to the plans and specifications prepared by City of Foot Wayne
Engineer or Architect
, now on file in the office of Board of Public works
for the sum of fourty three thousand one hundred fifty dollars
State amount in figures and words \$43,500⁰⁰

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation	\$	per cu.yd.
Concrete work (including forms)	\$	per cu.yd.
Brick work	\$	per M.
(State whether actual brick or mason's measurement.)		
	\$	

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids" as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications, if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

Stone Carvings \$20,500⁰⁰

(If additional space is needed for alternates, use blank space on reverse side)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

In TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19____.

(Firm name) _____

By _____

Individual names

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of _____, 19____

12 day of Nov, 1986
Mawby Enterprises Inc

Name of Corporation

Jim Martin

President

H. E. Smith

Secretary

(SEAL)

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19____, subject to the following conditions: _____

(Signed) _____

Attest: _____

MEMORANDUM

DATE: November 18, 1986
TO: Board of Public Works & Safety
FROM: Kathy Sharp, d. Dir. of Neighborhood Improvement
SUBJECT: Hanna School Demolition, Res.#6063-86.

Bid Tabulations:

Martin Enterprises, Inc.
Base Bid \$43,150.00
Alt. I Total 20,500.00

Richard Ness Excav. & Trucking Co., Inc.
Base Bid \$98,580.00
Alt.I Total 26,000.00

The low responsive bidder for the demolition of Hanna School was Martin Enterprises, Inc. with a base bid of \$43,150.00.

An alternate bid was requested for the salvage of certain pieces of historical stone work. The alternate bid was divided into (9) sub-alternate units.

The department recommends that the Board of Public Works & Safety award the contract to Martin Enterprises, Inc.

This contract should include:

Base Bid		\$43,150.00
Alt. I	1-b	2,750.00
	1-c	2,750.00
	1-f	650.00
	1-g	2,750.00
	1-i	<u>2,750.00</u>

Award Total Cont. \$54,700.00

APPROVED
Board of Public Works & Safety
[Signature]
James D. Connelley

1986 NOV 18 PM 4:23

If you have any questions, please contact me at X-1309.

Thank you,

Kathy Sharp
Deputy Director of
Neighborhood Improvement

Attachment: Bid Packets (2)

cc: file

HANNA SCHOOL DEMOLITION

ADDENDUM 1.

Architectural Salvage

1.00 Stone Carvings

General

This section includes removal of decorative stone carvings from the building exterior faces as shown on attached sheets. The items are crestings, lintels, door frames, cornerstones, etc.

1.1 Scope of Services

The scope of services shall include:

- a) dismantling salvaged elements from structure
- b) protection of salvaged elements
- c) removal
- d) maintaining identification systems
- e) palletizing and preparation for storage

1.2 Dismantling

The existing structure shall be carefully removed where it surrounds elements to be salvaged, or elements shall be removed prior to dismantling main structure in order to protect the elements from damage.

1.3 Protection

Items to be salvaged are to be protected in a manner acceptable to owner's representative from all damage to exposed faces, including scrapes, stains, gouges, chips, cracks, tears, scratches and other disfigurement not previously existing on the salvage items.

Only ropes or fabric slings shall be used to handle stonework, as it is very susceptible to staining, chipping, or scratching from metal hoisting equipment.

Contractor shall not be held responsible for existing faults in the construction which created damage which became apparent at dismantling.

1.4 Removal

Remove salvage elements carefully from surrounding structure matrix, using hand techniques as necessary to avoid damage to elements.

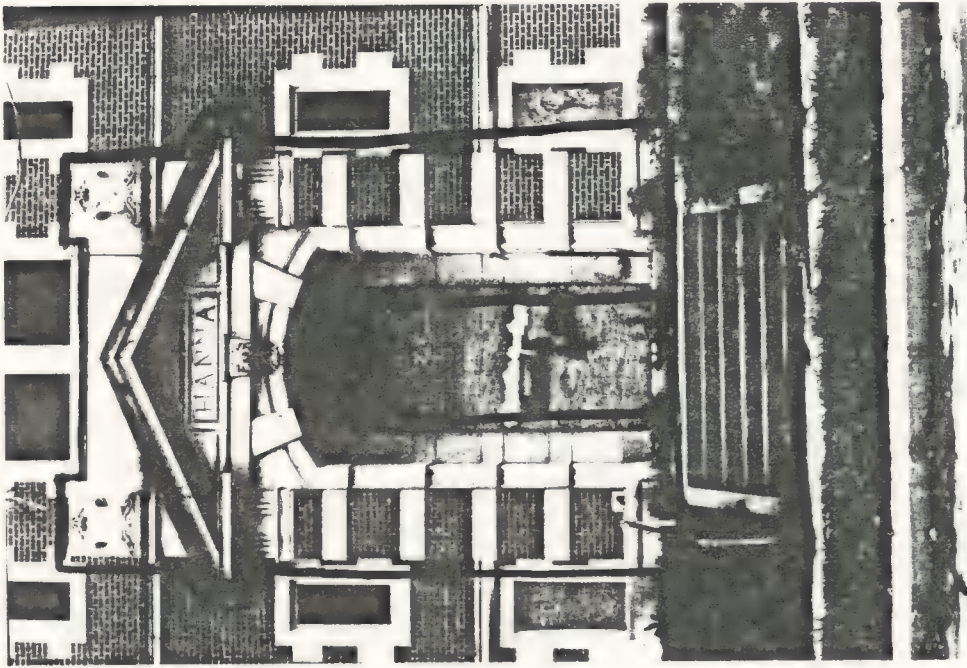
1.5 Identification

Elements to be removed and their locations on building are documented on the attached sheets. Elements which are part of an assemblage of smaller units shall be numbered by owner's representative for reference in reassembly. Contractor shall not destroy identification marks, and shall keep different assemblages together to facilitate cataloging and storage.

1.6 Palletizing and Preparation for Storage

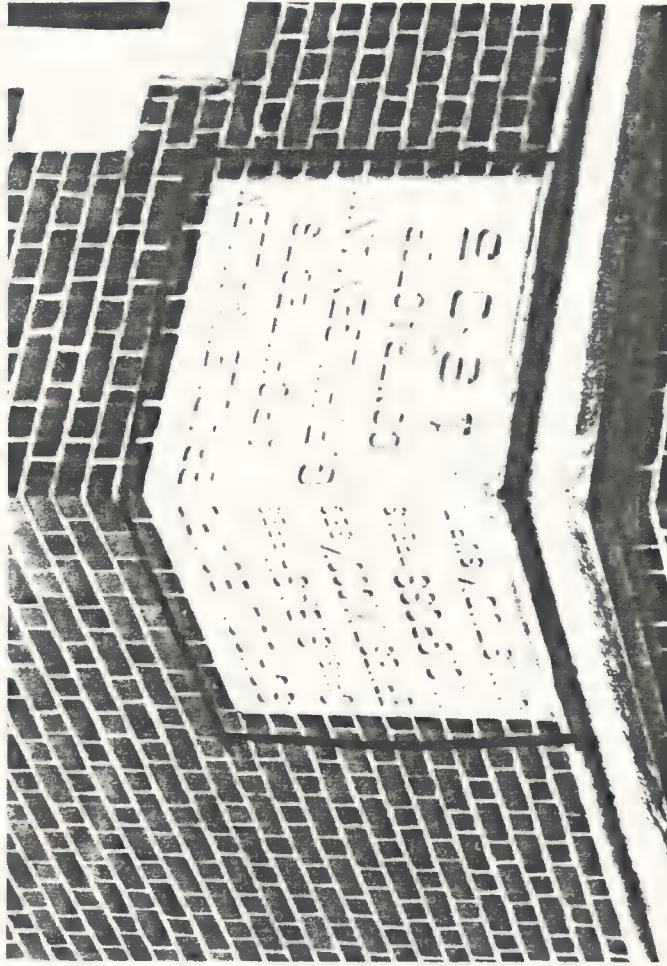
Salvaged elements shall be placed on hardwood pallets, suitable for transport by forklift. Stonework pieces shall be placed on wood blocks minimum 3" thick, but finished faces shall not be set against blocks or pallets. Smaller units may be stacked in stable manner on each pallet, using excelsior (wood wool) as packing between finished stone faces. Stones shall have identification marks placed on a face which is visible after pallet is loaded. Do not mix pieces from different assemblages on a pallet. Do not discard elements to be salvaged which have been damaged, except at direction of owner's representative.

Notify owner when salvaged elements are palletized and ready for storage. Contractor shall load pallets onto owner's vehicles for transport at mutually arranged times.



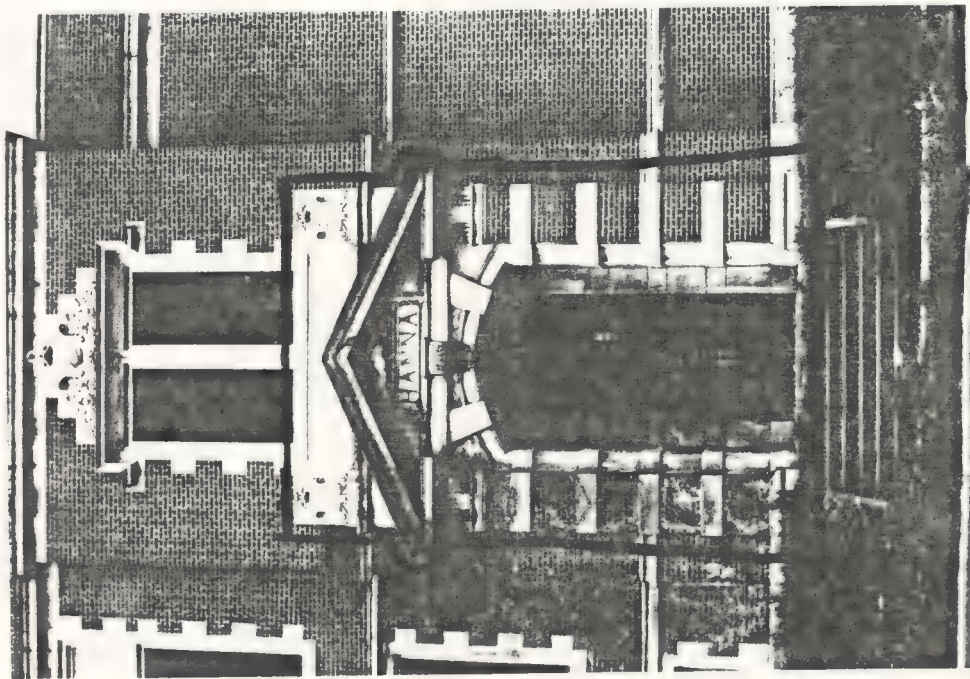
1A North Entry

salvage shields, pediment area, arch w/keystone, doorframe, and quoins in brick pilasters.



1F Cornerstone

salvage complete unit



1.B Northeast Entry

salvage shields, pediment area,
arch w/keystone, doorframe, and
quoins in brick pilasters.

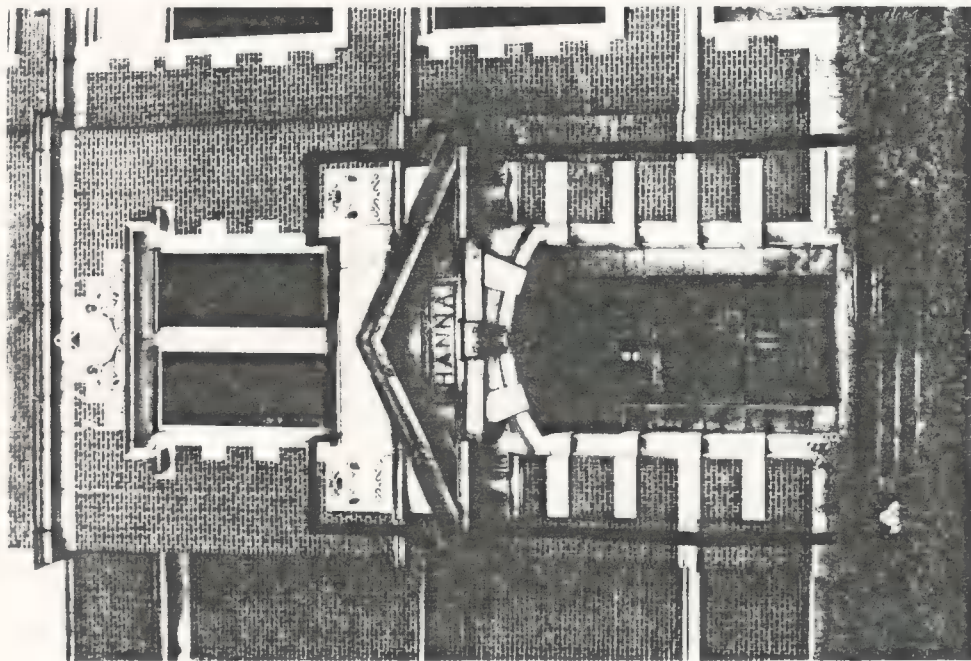
3



1.D Window over Northeast Entry (detail)

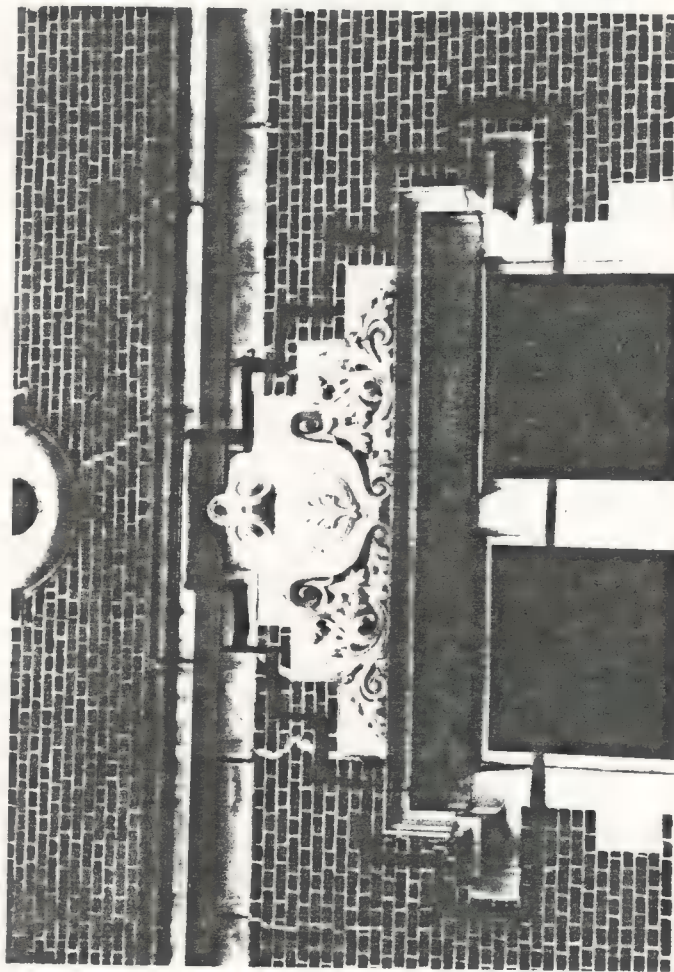
salvage cresting and hood over
window

4



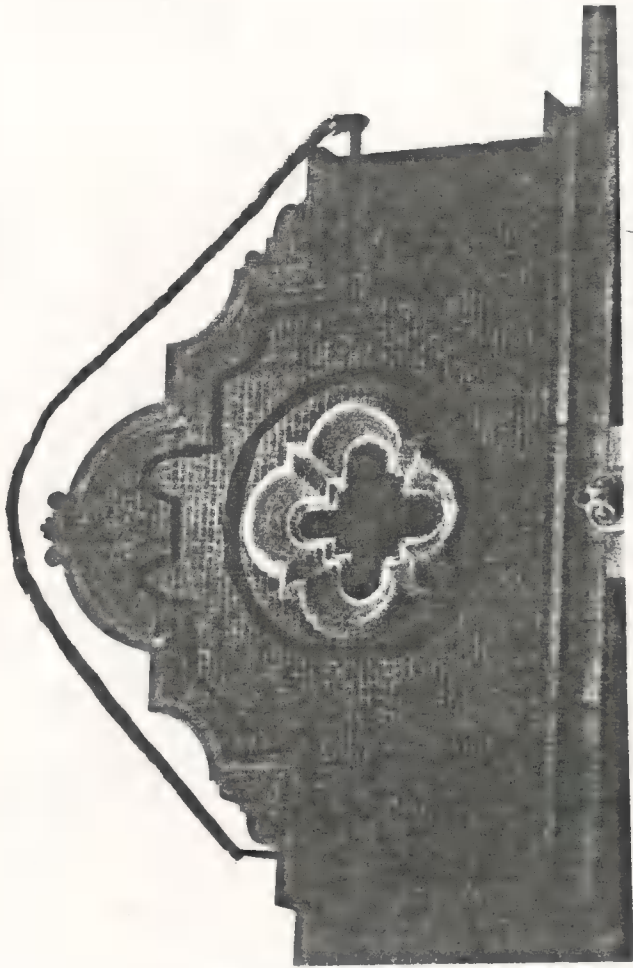
1C Southeast Entry

salvage arch w/keystone, doorframe,
and quoins in brick pilasters.



1E Window over Southeast Entry

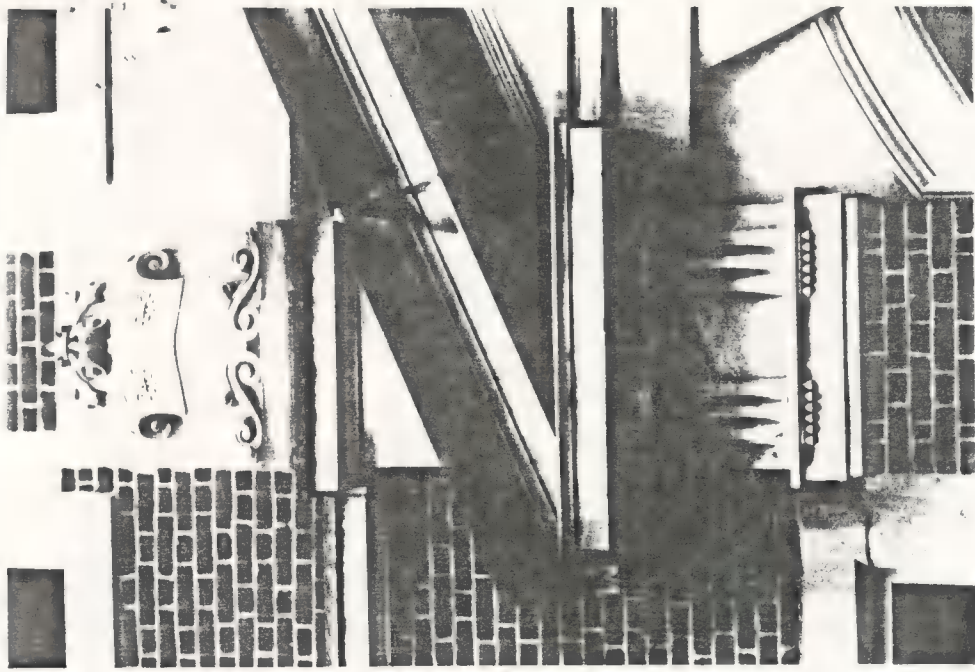
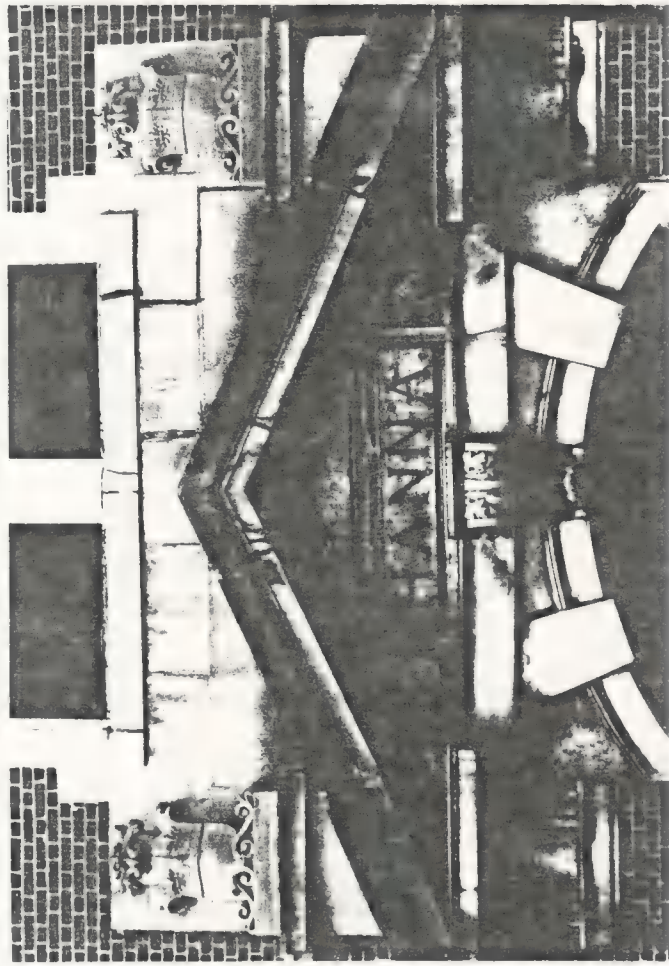
salvage cresting and hood over
window



Flemish Gable 1.6, 1.H

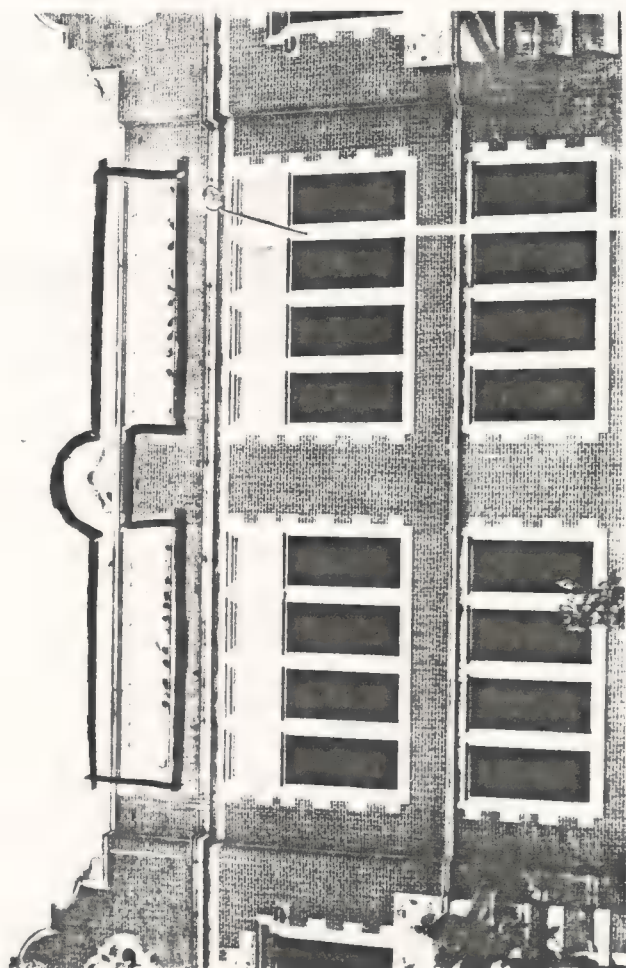
788

salvage coping, keystone, side brackets, and attic window trim over both Northeast and Southeast entries.



Shield Detail at entry pediment

Pediment over entry doors detail



1. Stone mock balustrade on East Wall

salvage coping, balustrade panels,
and cresting.

9



Alternate 1 Bid Form

Architectural Salvage
Stonework

Provide subalternate unit prices, plus final total for all subalternates.

Item	Unit Price
1 a North Entry	\$ <u>2750⁰⁰</u>
1 b Northeast Entry	\$ <u>2750⁰⁰</u>
1 c Southeast Entry	\$ <u>2750⁰⁰</u>
1 d Window over N.E. Entry	\$ <u>1675⁰⁰</u>
1 e Window over S.E. Entry	\$ <u>1675⁰⁰</u>
1 f Cornerstone	\$ <u>650⁰⁰</u>
1 g North flemish gable	\$ <u>2750⁰⁰</u>
1 h South flemish gable	\$ <u>2750⁰⁰</u>
1 i Balustrade	\$ <u>2750⁰⁰</u>
Total price alternate 1	\$ <u>20,500⁰⁰</u>

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

PERFORMANCE BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That MARTIN ENTERPRISES, INC.

..... as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Fort Wayne, Indiana

as Oblige, hereinafter called Owner, in the amount of
Fifty Four Thousand, Eight Hundred and 00/100 Dollars (\$54,800.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 20 1986, entered into a contract with Owner for

Demolition of Hanna School Building

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)
....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 20th day of November, 1986

In the presence of:

[Signature]
(Witness)
YASTE, ZENT & RYE AGENCY, INC.
[Signature]
(Witness)

MARTIN ENTERPRISES, INC.

By [Signature] (Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [Signature] (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That MARTIN ENTERPRISES, INC.

..... as Principal,
hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Indiana
as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Fifty Four Thousand, Eight Hundred and 00/100 Dollars (\$54,800.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 20
Demolition of Hanna School Building

19 86 entered into a contract with Owner for

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

..... which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material,
or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who
has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The
Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the
following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy
the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope
addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that
such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation
shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part
thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive
of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the
amount of such lien be presented under and against this bond.

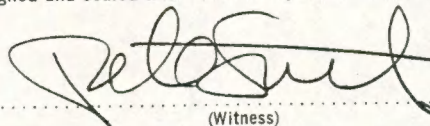
Signed and sealed this

20th

day of

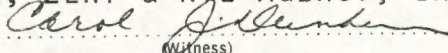
November

19 86



(Witness)

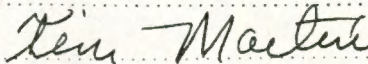
YASTE, ZENT & RYE AGENCY, INC.



(Witness)

MARTIN ENTERPRISES, INC.

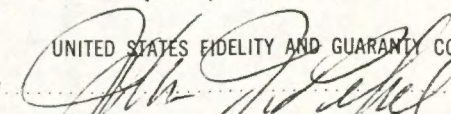
By



(Seal)
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By



(Seal)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sgt.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

TITLE OF ORDINANCE Contract for Resolution 6063-1986, Demolition of Hanna School

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J-86-11-16

SYNOPSIS OF ORDINANCE The Contract for Resolution 6063-1986 is for the demolishing of buildings, structures and clearing site located at 2000 S. Lafayette, known as "Hanna School Building" more particularly located on Lots 212, 213, 214, 246 and the North 3 feet of Lot 247, in Hamilton's Fourth Addition to the City of Fort Wayne, according the the recorded plat thereof.

Martin Enterprises, Inc. is the Contractor.

EFFECT OF PASSAGE Demolition of Hanna School.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$54,700.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-11-16

Filed 12-23

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council

of the City of Fort Wayne, Indiana, approving the awarding of a
contract to Martin Enterprises, Inc., for the demolition of
Hanna School and approving the conveyance of property to the City
of Fort Wayne

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

No Recommendation

NO

[Signature]

MARK E. GIAQUINTA
CHAIRMAN

[Signature]

CHARLES B. REDD
VICE CHAIRMAN

PAUL M. BURNS

JANET G. BRADBURY

[Signature]

JAMES S. STIER

CONCURRED IN 12-23-86

SANDRA E. KENNEDY
CITY CLERK